

County of Los Angeles

Sheriff's Department Headquarters 4700 Ramona Boulevard Monterey Park, California 91754–2169



June 2, 2009

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration Los Angeles, California 90012

Dear Supervisors:

TERMINATION OF AS-NEEDED SECURITY GUARD SERVICES AGREEMENT NUMBER 76073 WITH INTERNATIONAL SERVICES, INCORPORATED AND APPROVAL OF AMENDMENT NUMBER ONE TO AS-NEEDED SECURITY GUARD SERVICES AGREEMENT NUMBER 76397 WITH SECURITAS SECURITY SERVICES, INCORPORATED TO EXPAND AS-NEEDED SECURITY GUARD SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks termination of the As-Needed Security Guard Services Agreement Number 76073 (Agreement 76073) with International Services, Incorporated (ISI) due to the firm's inability to meet the obligations of the Agreement, and approval of Amendment Number One (Amendment) to Agreement Number 76397(Agreement 76397) with Securitas Security Services, Incorporated (Securitas) to expand services.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and ratify the termination of Agreement 76073 for As-Needed Security Guard Services with ISI, effective May 1, 2009.
- 2. Approve and instruct the Chairman of the Board of Supervisors to sign the attached Amendment to Agreement 76397 with Securitas to expand the As-Needed Security Guard Services to the areas formerly serviced by ISI, at a total estimated cost of approximately \$1,750,000 per year.

The Honorable Board of Supervisors June 2, 2009 Page 2

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 10, 2007, your Board approved Agreement 76073 with ISI to provide asneeded armed/unarmed security guard services to 44 Los Angeles County (County) courthouses and 3 Department facilities. On April 27, 2009, ISI filed a Chapter 11 Bankruptcy Petition in Federal court. Subsequently, on May 1, 2009, County Counsel retained the services of bankruptcy counsel. On May 5, 2009, our bankruptcy counsel appeared in Federal court and obtained an order from the court rejecting, among others, Agreement 76073, effective May 1, 2009. Based upon the bankruptcy court's order rejecting Agreement 76073 and ISI's failure to provide the required services, the Department provided ISI with a Notice of Termination of this Agreement, effective May 1, 2009. Approval and ratification of the termination of Agreement 76073, effective May 1, 2009, is requested from your Board.

Further, approval of the Amendment to Agreement 76397 with Securitas is requested to expand the as-needed security guard services to the areas formerly serviced by ISI. Termination of Agreement 76073 with ISI and approval of the expansion of Agreement 76397 with Securitas will provide the Department with short-term, day and after hours work, and back-up security guards for post positions where Department personnel are not available for as-needed coverage due to vacancies and absences.

Implementation of Strategic Plan Goals

The service provided under this Amendment support the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety, by providing quality security guard services to County courthouses and facilities.

FISCAL IMPACT/FINANCING

The total estimated cost for the expanded service to Agreement 76397 with Securitas will be approximately \$1,750,000 per year.

The Department has identified funding in Fiscal Year 2008-09 operating budget and will continue to allocate funding annually for each year of the total Agreement 76397 term.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is responsible for providing security for the County's courthouses. Agreement 76073 with ISI was approved on April 10, 2007, to provide as-needed security services for County courthouses. On December 4, 2007, Agreement 76397 with Securitas was approved to provide supplemental as-needed security guard services.

The Honorable Board of Supervisors June 2, 2009 Page 3

On April 27, 2009, ISI filed a Chapter 11 Bankruptcy Petition in Federal court. Subsequently, on May 7, 2009, an Order Granting Emergency Motion to Reject Contracts was filed and entered by the Federal bankruptcy judge, which rejected Agreement 76073 between the County and ISI, effective May 1, 2009.

The Amendment to Agreement 76397 expands the as-needed security guard services. Securitas has indicated that it is willing and able to assume providing services to the areas formally serviced by ISI through the remainder of the Agreement term, which ends after all options on June 3, 2013.

This Amendment has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

On April 10, 2007, your Board approved Agreement 76073 with ISI to provide asneeded armed/unarmed security guard services to 44 County courthouses and 3 Department facilities. ISI was determined to be the lowest qualified, responsible bidder responding to an Invitation to Bid (IFB). On December 4, 2007, your Board approved Agreement 76397 with Securitas, also qualified during the IFB process, to provide supplemental as-needed security guard services.

IMPACT ON CURRENT SERVICES OR (PROJECTS)

Your Board's termination of the ISI Agreement and approval of this Amendment to expand the service areas covered by Securitas will provide for continuation of the necessary as-needed guard services.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this action to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA

SHERIFF

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 76397 BY AND BETWEEN COUNTY OF LOS ANGELES AND

SECURITAS SECURITY SERVICES USA, INCORPORATED FOR AS-NEEDED SECURITY GUARD SERVICES

This Amendment Number One is entered into by and between County of Los Angeles (hereinafter "County") and Securitas Security Services USA, Incorporated (hereinafter "Contractor"), effective upon execution by the Chairman of the Los Angeles County Board of Supervisors.

- A. WHEREAS, on December 4, 2007, County and Contractor entered into County Agreement Number 76397 (hereinafter "Agreement") to provide As-Needed Security Guard Services; and
- B. WHEREAS, the Agreement currently requires armed and unarmed security officers to provide security services at County facilities in Regions 4 and 6 as specified in Exhibit B, Statement of Work, Attachment 1, Locations of County Facilities Requiring Security Service; and
- C. WHEREAS, Exhibit B, Statement of Work, Section 2.0, Facilities and Specific Tasks, provides that County has the right to add or delete Sheriff's facilities to a region and/or add additional regions to Attachment 1, Locations of County Facilities Requiring Security Services, of the Statement of Work during the term of the Agreement; and
- D. WHEREAS, County and Contractor desire to add Regions 1, 2, 3, 5, and 7 to Exhibit B, Statement of Work, Attachment 1, Locations of County Facilities Requiring Security Services, to expand the scope of services to all regions.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

1. Exhibit B, Statement of Work, Table of Contents is amended to add the following attachments so as to identify them on the Table of Contents:

Attachment 1:

Locations of County Facilities Requiring

Security Services

Attachment 2:

Security Guard Requirements-Daily and

Security Guard Requirements-After-Hours

Attachment 3:

Technical Exhibits

Technical Exhibit 1: Contract Discrepancy Report Technical Exhibit 2: Performance Requirements

Summary (PRS) Chart

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 76397 BY AND BETWEEN COUNTY OF LOS ANGELES AND

SECURITAS SECURITY SERVICES USA, INCORPORATED FOR AS-NEEDED SECURITY GUARD SERVICES

- 2. Exhibit B, Statement of Work, Attachment 1, Locations of County Facilities Requiring Security Services is deleted in its entirety and replaced with the revised Exhibit B, Statement of Work, Attachment 1, Locations of County Facilities Requiring Security Services, attached hereto.
- 3. Exhibit B, Statement of Work, Attachment 1 [sic], After Hours Requirements, and Attachment 2, Security Guard Requirements are deleted in their entirety and replaced with the revised Exhibit B, Statement of Work, Attachment 2, Security Guard Requirements-Daily and Security Guard Requirements-After Hours, attached hereto.
- 4. Exhibit C, Contractor Fees is deleted in its entirety and replaced with the revised Exhibit C, Contractor Fees, attached hereto.

The person executing this Amendment Number One for Contractor represents and warrants that he or she is an authorized agent, who has actual authority to bind Contractor to each and every term, condition, and obligation of the Amendment Number One and that all requirements of Contractor have been fulfilled to provide such authority.

Except as expressly provided in this Amendment Number One, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

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AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 76397 BY AND BETWEEN COUNTY OF LOS ANGELES AND

SECURITAS SECURITY SERVICES USA, INCORPORATED FOR AS-NEEDED SECURITY GUARD SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number One to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment Number One to be executed on its behalf by its duly authorized representative.

	COUNTY OF LOS ANGELES
	By: Chairman, Board of Supervisors
	SECURITAS SECURITY SERVICES USA, INCORPORATED
	ву:
ATTEST:	TITLE: BLANCH MANAGER
SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors	
By:	
APPROVED AS TO FORM:	
ROBERT E. KALUNIAN Acting County Counsel	

Principal Deputy County Counsel

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By:

Paul Yoshinaga

LOCATIONS OF COUNTY FACILITIES REQUIRING SECURITY SERVICES

REGION 1

Antelope Valley Courthouse 42011 4th Street, West Lancaster. CA 93534

Alfred J. McCourtney Juvenile Justice Center (Lancaster Juvenile) 1040 West Avenue J Lancaster, CA 93534

REGION 2

Burbank Courthouse 300 East Olive Street Burbank, CA 91502

Chatsworth Courthouse 9425 Penfield Avenue Chatsworth, CA 91311

San Fernando Courthouse 900 Third Street San Fernando, CA 91340

Santa Clarita Courthouse 23747 West Valencia Boulevard Valencia, CA 91355

San Fernando Valley Juvenile Court (Sylmar) 16350 Filbert Street San Fernando, CA 91342

Van Nuys Courthouse – East 6230 Sylmar Street Van Nuys, CA 91401

Van Nuys Courthouse – West 14400 Erwin Street Mall Van Nuys, CA 91401

REGION 3

Alhambra Courthouse 150 West Commonwealth Avenue Alhambra, CA 91801

Pasadena Courthouse 300 East Walnut Street Pasadena, CA 91101

Glendale Courthouse 600 East Broadway Glendale, CA 91206

Edelman Children's Court 201 Centre Plaza Drive Monterey Park, CA 91754

University Building 101 Centre Plaza Drive Monterey Park, CA 91754

Mental Health (Dept 95) 1150 North San Fernando Road Los Angeles, CA 90065

East Los Angeles Courthouse 214 South Fetterly Avenue Los Angeles, CA 90022

Eastlake Juvenile Court 1601 Eastlake Avenue Los Angeles, CA 90033

REGION 4

Central Arraignment Courts (CJAC) 429 Bauchet Street Los Angeles, CA 90012

Central Civil West (CCW) 600 South Commonwealth Avenue Los Angeles, CA 90005

REGION 4 cont.

Stanley Mosk Courthouse (CCH) 111 North Hill Street Los Angeles, CA 90012

Clara Shortridge Foltz Criminal Justice Center (CCB) 210 West Temple Street Los Angeles, CA 90012

Metropolitan Courthouse 1945 South Hill Street Los Angeles, CA 90007

Hollywood Courthouse 5925 Hollywood Boulevard Hollywood, CA 90028

REGION 5

Inglewood Courthouse One Regent Street Inglewood, CA 90301

Inglewood Juvenile Court 110 East Regent Street Inglewood, CA 90301

Airport Courthouse 11701 South La Cienaga Boulevard Los Angeles, CA 90045

Santa Monica Courthouse 1725 Main Street Santa Monica, CA 90401

Beverly Hills Courthouse 9355 Burton Way Beverly Hills, CA 90210

Malibu Courthouse 23525 West Civic Center Way Malibu, CA 90265

REGION 5 cont.

West Los Angeles Courthouse 1633 Purdue Avenue Los Angeles, CA 90025

Torrance Courthouse 825 Maple Street Torrance, CA 90503

REGION 6

Pomona – North 350 West Mission Boulevard Pomona, CA 91766

Pomona – South 400 Civic Center Plaza Pomona, CA 91766

West Covina Courthouse 1427 West Covina Parkway West Covina, CA 91790

Whittier Courthouse 7339 South Painter Avenue Whittier, CA 90602

S.T.A.R.S. Center 11515 South Colima Road Whittier, CA 90604

Downey Courthouse 7500 East Imperial Highway Downey, CA 90242

Norwalk Courthouse 12720 Norwalk Boulevard Norwalk, CA 90650

Records & Identification Bureau Public Services Unit, Suite 120 12440 E. Imperial Hwy. Norwalk, CA 90650

REGION 6 cont.

El Monte Courthouse 11234 East Valley Boulevard El Monte, CA 91731

Los Padrinos Juvenile Court 7281 East Quill Drive Downey, CA 90242

REGION 7

Long Beach Courthouse 415 West Ocean Boulevard Long Beach, CA 90802

San Pedro Courthouse 505 Centre Street San Pedro, CA 90731

Bellflower Courthouse 10025 Flower Street Bellflower, CA 90706

Compton Courthouse 200 West Compton Boulevard Compton, CA 90220

Huntington Park Courthouse 6548 Miles Avenue Huntington Park, CA 90255

Kenyon Juvenile Justice Center 7625 South Central Avenue Los Angeles, CA 90001

Updated 11/27/06

SECURITY GUARD REQUIREMENTS - DAILY

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EXHIBIT C

CONTRACTOR FEES

These rates will remain firm and fixed for the duration of the Agreement and apply to all facilities in all regions as set forth in Exhibit B, Attachment 1.

		T
ORIGINAL TERM YEAR 1		
		HOURLY PAYMENT RATE
POSITION	HOURLY BILLING RATE	TO EMPLOYEES
Security Officer, Armed	17.83	12.35
Security Officer, Unarmed	15.89	11.00
Supervisor	18.05	12.50
	TH-1	
ORIGINAL TERM YEAR 2		
		HOURLY PAYMENT RATE
POSITION	HOURLY BILLING RATE	TO EMPLOYEES
Security Officer, Armed	18.28	12.65
Security Officer, Unarmed	16.29	11.28
Supervisor	18.50	12.81
ORIGINAL TERM YEAR 3		1 1
		HOURLY PAYMENT RATE
POSITION	HOURLY BILLING RATE	TO EMPLOYEES
Security Officer, Armed	18.74	12.97
Security Officer, Unarmed	16.70	11.56
Supervisor	18.96	13.13
OPTION YEAR 1		
DOCITION	HOUDLY BILLING DATE	HOURLY PAYMENT RATE TO EMPLOYEES
POSITION Security Officer Armed	HOURLY BILLING RATE	13.29
Security Officer, Armed	19.21	13.29
Security Officer, Unarmed	17.12	
Supervisor	19.44	13.46

EXHIBIT C

CONTRACTOR FEES

OPTION YEAR 2		
		HOURLY PAYMENT RATE
POSITION	HOURLY BILLING RATE	TO EMPLOYEES
Security Officer, Armed	19.69	13.62
Security Officer, Unarmed	17.55	12.14
Supervisor	19.93	13.79
6 MONTHS		
		HOURLY PAYMENT RATE
POSITION	HOURLY BILLING RATE	TO EMPLOYEES
Security Officer, Armed	20.18	13.96
Security Officer, Unarmed	17.99	12.44
Supervisor	20.43	14.13